

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153-0119

EXHIBIT 1-P

PSPS Program Support Services



Contract Work Authorization
CWA No. C16316
Change Order No. 1
Page 1 of 2

Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 1 to Contract Work Authorization No. C16316 dated 07/11/2019 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (formerly 4400011341) dated 01/17/2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: PRICEWATERHOUSECOOPERS LLP

Contractor's Address: 300 Madison Avenue
New York, NY 10017

Project Name: Project Management Support for Public Safety Power Shutoff (PSPS) Training

Job Location: PG&E's Corporate Headquarters – San Francisco, CA

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

The Total Contract Value is hereby increased by a **Time & Expense, Not-to-Exceed (NTE) \$175,000** for fees and expenses incurred by Contractor to perform the Work under this CWA. Invoices for fees and expenses shall be invoiced in accordance with MSA No. C74 and must be approved by PG&E Work Supervisor, Matthew Pender or his designee.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

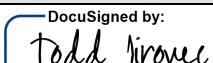
None

PRICING CHANGES:	Previous Total CWA Value:	\$1,750,000
	Addition or Deduction:	\$175,000
	Revised Total CWA Value:	\$1,925,000 (NTE)

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

PG&E Corporation ("PG&E Corp.") and Pacific Gas and Electric Company (the "Utility," and, together with PG&E Corp., the "Debtors"), are debtors-in-possession in a proceeding pending under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Northern District of California. Nothing herein shall be deemed to constitute an assumption of the Contract and/or any CWA or a waiver or modification of the Debtors' rights to assume, assume and assign, or reject the Contract and/or any CWA pursuant to section 365 of the Bankruptcy Code. The Debtors hereby reserve all rights available to them under such proceedings. Any amounts paid by the Debtors hereunder must be applied to goods and/or services provided to the Debtors on or after January 29, 2019 (the "Petition Date") and shall not be applied to satisfy Claims (as defined in the Bankruptcy Code) arising prior to the Petition Date.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	DocuSigned by:  Richard Cordova A012C62C08FC147C...	Signature	DocuSigned by:  Todd Jirovec C40D415FF54D405... Todd Jirovec
Name	Richard Cordova	Name	Todd Jirovec
Title	Portfolio Manager, Sourcing	Title	Principal
Date	7/22/2019	Date	7/22/2019



Contract Work Authorization No. C16316
 Change Order No. 1
 Page 2 of 2

ADMINISTRATION			
PG&E Negotiator	Mark Dolatre	Contractor Representative	Todd Jirovec
Phone	(925) 380-7024	Phone	(530) 528-2225
Email:	M6DP@pge.com	Email:	Mattie@outbackdvbe.com
Accounting Reference	8187650		

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



MATTER NO.

TOTAL PAGE COUNT:	Page 1 of 8	
CONSULTANT CONTRACTOR NAME:	or LEGAL	PricewaterhouseCoopers LLP 300 Madison Avenue New York, NY 10017
ADDRESS:		
CONSULTANT REPRESENTATIVE NAME:	Todd Jirovec, Principal	
PG&E ADMINISTRATOR:	CONTRACT	Linda Winter
PHONE:	415-973-9191	
PROJECT TITLE:	Project Management Support for Public Safety Power Shutoff (PSPS) Training	
PG&E WORK SUPERVISOR:	Sumeet Singh	
PHONE:	415-671-9339	
DATE PREPARED:	5/20/19	
PREPARED BY:	PG&E	
REQUIRED START DATE:	5/28/19	Contractor shall commence performance hereof when authorized to do so by PG&E.
REQUIRED COMPLETION DATE:		
CWA PRICING:	TOTAL: \$1,750,000	
<input type="checkbox"/> NOT TO EXCEED		
<input checked="" type="checkbox"/> FIRM FIXED PRICE		
<input type="checkbox"/>		

**DESCRIPTION OF WORK
SUMMARY:** All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.**DESCRIPTION OF WORK:**

See Exhibit 1 – STATEMENT OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP are incorporated herein by reference.

Exhibit 1:
STATEMENT OF WORK
Pursuant to
MASTER SERVICES AGREEMENT

This Statement of Work (SOW) outlines the engagement between Pacific Gas and Electric Company ("PG&E" or "Client") and PricewaterhouseCoopers LLP ("PwC" or "Consultant") to perform the services described below. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this SOW and not otherwise defined will have the same meaning as in the Agreement. If there is a conflict between the Agreement and the SOW, this SOW shall prevail.

I. PURPOSE AND SCOPE

Our Understanding:

This SOW covers services as outlined in Section 2.1. This SOW confirms the understanding of the objectives, deliverables, timing, staffing, and fees for this project.

The State of California has experienced unprecedented wildfires in both 2017 and 2018. In response, PG&E Electric Operations established the Community Wildfire Safety Program (CWSP), a multi-prong approach to mitigating and responding to catastrophic wildfires. The Public Safety Power Shutoff (PSPS) program is one wildfire mitigation designed by PG&E (and utilized at other utility operators) to proactively shut off power in times of high wildfire risk.

The PSPS program started in the summer of 2018 and utilizes cross-functional PG&E stakeholders along with the PG&E Emergency Operations Center to safely shut off and subsequently restore power to impacted communities. In 2019 the program has expanded to include all overhead facilities (both Transmission and Distribution-level voltages) as well as all High Fire-Threat Districts (HFTDs) which has expanded the potentially impacted customers from ~570K to 5.4M. Moreover, while the criteria to activate PSPS is still being finalized by the company, PG&E is preparing to execute substantially more PSPS events in 2019 vs. 2018.

PG&E has established a PSPS Program Management Office (PSPS PMO) to coordinate all aspects of the PSPS process development and operationalization. PG&E plans to deliver cross-functional training and exercising on the PSPS process over the next 3-6 months. This is intended to better prepare PSPS leaders, Line of Business (LOB) workstream owners, and PG&E employees that will be tasked with executing the PSPS process. PG&E and PSPS leaders designated by the company will design, develop, and lead the program and PG&E will be ultimately accountable for the content and effectiveness of the trainings.

PG&E is seeking support from PwC for its cross-functional training and exercising program for PG&E teams and employees that will be tasked with executing PSPS. PwC will assist PG&E leaders with their execution of the training program through logistical support, compilation and summary of PG&E drafted materials, coordination of supplemental LOB and other training sessions identified by PG&E, and facilitation support of PG&E-designed training exercises. The process design and execution of actual PSPS events in 2019 will be the sole responsibility of PG&E.

II. PARTIES' RESPONSIBILITIES

2.0 PG&E Responsibilities

PG&E will maintain ownership and accountability of all PSPS deliverables related to the design, documentation, and execution of the program. These include but are not limited to:

- Program methodology including the PSPS decision framework and thresholds associated with power shut-off
- Documentation of the PSPS process and procedures

- Identification and notification of customers and stakeholders impacted
- Design of training curriculum and objectives including the identification of PG&E employees required to undergo the training program
- Activation and execution of PSPS during times of catastrophic wildfire risk

For clarity, the scope of this SOW does not include any work associated with determining the PSPS process or procedures nor deploying the PSPS methodologies. PwC's scope is strictly limited to assisting PG&E in the facilitation of PG&E's PSPS training program.

2.1 Services to be provided by PwC:

You are engaging us to provide the following services (the "Services"):

Workstream #1: PSPS Training & Exercise Support	
PSPS Training & Exercise Support	<ul style="list-style-type: none"> • Coordinate with PG&E Academy team to document PG&E's overall objectives for the program and skillsets PG&E intends to develop through the training curriculum • Compile summary of existing and/or planned training materials and sessions related to preparation for the 2019 PSPS program and coordinate population of a central repository of PG&E materials • Support PSPS PMO in the facilitation of workshops/group discussions with key stakeholders from LOB workstreams to compile identified potential gaps in the process and/or opportunities for additional training and education efforts • Develop summary overviews of PG&E-drafted process and training materials to assist PSPS PMO with their development of introductory PSPS training session(s) to provide stakeholders with an understanding of the end-to-end process that will be followed during an event • Support PSPS PMO and other key client stakeholders in their execution of PG&E-led supplemental training sessions and team-specific workshops focused on increasing awareness of the PSPS process • Facilitate discussions on the PSPS PMO's observations from previous PSPS events and exercises to assist with PG&E's identification of critical elements of the PSPS process for further integrated, cross-team exercising • Provide insights and leading practices from crisis management training and exercising specialists to support PSPS PMO in the design and development of walk-through training exercises that simulate PSPS sub-processes based on critical elements previously identified by key stakeholders • Provide up to two (2) experienced exercise facilitators to partner with PSPS PMO to facilitate the execution of cross-functional exercises. PwC facilitation is defined as having resources in the room who walk the attendees through the agenda, observe attendee interaction, identify and/or ask relevant questions to enhance dialogue and verbally confirm action items with attendees • Provide up to two (2) experienced exercise observers to attend exercises, record observations from the sessions, and assist PSPS PMO with the development of After-Action Reports detailing key takeaways and remediation actions from the training exercises

	<ul style="list-style-type: none"> Coordinate the development of exercise-specific collateral materials to support PG&E with the facilitation of training exercises (as necessary)
Full Scale Exercise (FSE) Support	<ul style="list-style-type: none"> PG&E's Emergency Preparedness & Response team is planning to deliver 5 full scale PSPS simulations/exercises prior to August 31, 2019. PwC may provide support to the PSPS PMO with the compilation of materials and documents for use in the PG&E-led FSE's (as requested) Provide experienced PwC crisis management training and exercising specialists as observers for the FSE's to assist with the documentation and identification of areas for further training Assist with the documentation of After-Action Reports detailing key takeaways and remediation actions Support PSPS PMO in their drafting of executive updates and readouts from FSE's, highlighting progress to-date and PG&E determined next steps for further preparation efforts
PSPS Documentation & Executive Reporting	<ul style="list-style-type: none"> Assist PSPS PMO and PG&E LOB workstream leadership with documentation requirements identified by PG&E for the overall PSPS process Assist the PSPS PMO team with drafting executive summaries of training and exercise plan Prepare PSPS training and exercising status updates to support leadership discussion (as needed)
Workstream #2: PSPS PMO Support	
PSPS PMO Executive Reporting	<ul style="list-style-type: none"> Compile updates from LOB / PSPS workstreams in addition to PSPS PMO to provide updates for leadership discussions Prepare materials as needed to support Board discussions Assist the PSPS PMO team with weekly status updates as needed Assist with tracking of PG&E-identified action items and PG&E identified priorities across PSPS cross-functional work plans as needed
Program Management and Analytics Support	<ul style="list-style-type: none"> Support PMO team in incorporation of PSPS requirements as mandated by the CPUC PSPS OIR (Order Instituting Rulemaking) Coordinate with PSPS workstreams (e.g., Transmission, Restoration) to support identification and close-out of action items Support preparation and executive reporting through gathering and summarizing materials drafted across PSPS workstreams Provide data analytics support (e.g., data visualization) to assist with reporting and documentation needs

2.2 Deliverables:

We will provide deliverables in accordance with the scope of work identified in section 2.1.

The deliverables assume support at the proposed team structure and will be evaluated on an ongoing basis to determine if additional support is needed. Any changes to the deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams. This SOW will include the following deliverables:

Workstream #1: PSPS Training & Exercises	
2019 PSPS Training Baseline	<ul style="list-style-type: none"> • Inventory of PSPS Training materials and sessions • Storage repository of PG&E-developed PSPS Training materials
PSPS Overview Training and Supplemental Team-Specific Training	<ul style="list-style-type: none"> • Summary overviews of PG&E-drafted process and training materials • Team-specific training support materials (as developed by PG&E) • PSPS Training & Education Curriculum summary
Cross-Functional Team Exercises	<ul style="list-style-type: none"> • Facilitation of three to five cross-functional exercises • Participant and facilitator packets of exercise materials • Executive summary of observations and follow-up items following each exercise
Full Scale Exercise (FSE) Support	<ul style="list-style-type: none"> • FSE facilitation materials and documents (as needed) • FSE After-Action Reports
Executive Reporting	<ul style="list-style-type: none"> • Executive summary of 2019 PSPS training and exercise plan • Senior Team updates (as needed)
Workstream #2: PSPS PMO Support	
PSPS PMO Executive Reporting	<ul style="list-style-type: none"> • Senior Team presentations • Board of Directors presentations (as needed)
Program Management and Analytics Support	<ul style="list-style-type: none"> • Executive and Senior Team updates for PSPS Workstreams • CPUC PSPS OIR Requirements Tracker • Data visualization dashboards (as needed)

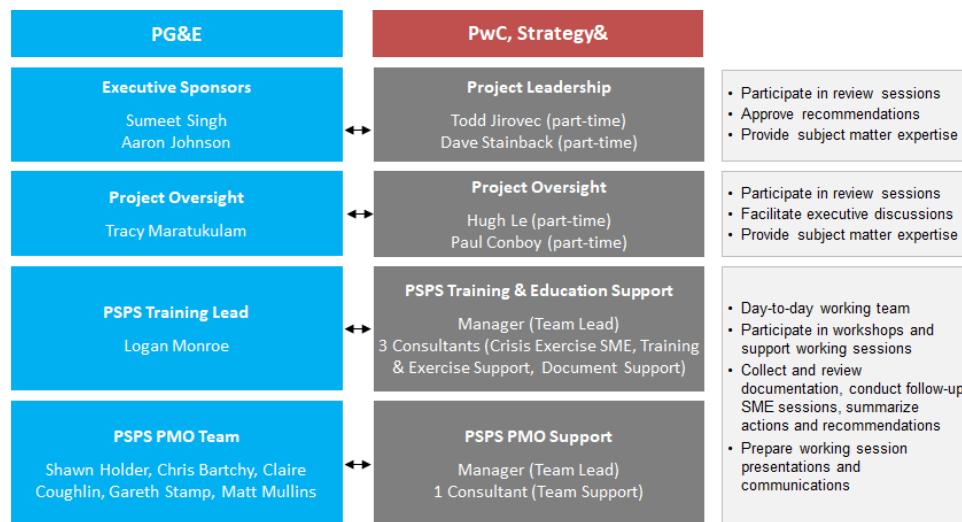
Deliverables will be prepared at the direction of PG&E and are intended to be treated solely as PG&E-owned, and will not be represented as having been prepared by PwC. In addition to Deliverables, PwC may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist with the engagement. If these are made available to PG&E they are provided "as-is."

Key Assumptions

- For estimates and data pertaining to data associated with the scope of work, PwC shall rely on information provided by PG&E
- PG&E will provide timely access to the Electric Operations and other LOB leadership and stakeholders on an as-needed basis
- Any scope changes to deliverables shall be discussed and prioritized with the designated PG&E Work Supervisor lead as needed. PwC shall not be obligated to add to, modify, or otherwise change this Statement of Work unless such Scope Changes are mutually agreed to between PwC, PG&E and impacted project parties
- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, shall discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties shall generate and execute a mutually agreed-to SOW Change Order in compliance with PG&E Sourcing policies, forms, and processes. A SOW Change Order shall outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change

2.3 Proposed Team Structure

The PwC team will work under the direction of Sumeet Singh, Aaron Johnson, and Tracy Maratukulam on this engagement. An integrated team comprised of PwC and Strategy& consultants will execute the work streams identified. Additional input from PG&E leadership will guide the analyses. Further description of team structure and member roles are described in the exhibit below:



The proposed team structure will be evaluated on an ongoing basis and any changes to the deliverables or scope of support will be mutually agreed upon by the PG&E and PwC teams.

2.4 Timing

The timing of the Services is as follows:

Proposed Project Start Date: June 7, 2019
Estimated Project Completion Date: September 30, 2019

2.5 Your Responsibilities

During the term of this project, PwC will work in collaboration and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss status and open issues arising from the Services, PwC's progress reports and/or reports identified as deliverables in this project, PwC's resource utilization and staffing mix, adherence (or changes) to deliverables and project plan, as well as any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

PwC's role is advisory only. Client is responsible for all management functions and decisions relating to the PwC Services, including evaluating and accepting the adequacy of the scope of the PwC Services in addressing your needs. Client also is responsible for the results achieved from using the PwC Services or any related deliverables.

III FEES, EXPENSES AND PAYMENT

Professional Fees, Expenses and Payment Terms:

- PwC's labor fees for this project are based agreed upon MSA terms with PG&E and estimated on the time required by professionals to complete the engagement. Individual hourly rates vary according to the experience and skill required
- Estimated professional fees requested for the scope of work described above amounts to approximately \$1,750,000
- PwC will also bill PG&E for reasonable out-of-pocket expenses not to exceed ten percent (10%) of labor fees estimated
- Total estimated fees and expenses for the scope of work described above amounts to a total not to exceed of \$1,925,000
- Our project plan contemplates regular dialog with senior leadership to align on key points and timely consideration of new issues or opportunities as they arise
- Any additional work outside of the scope outlined within this SOW will be agreed separately and performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC

Other Terms:

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this SOW, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables
- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s)
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request

PG&E and Consultant Work Supervisor Name, Number, and Email Address

PG&E Work Supervisor:

Sumeet Singh, Vice President Electric Operations Community Wildfire Safety Program
Phone: 415.671.9339
Email: S1ST@pge.com

Tracy Maratukulam, Director Electric Operations Public Safety Power Shutoff
Phone: 415.973.3638
Email: TDM9@pge.com

Consultant Work Supervisor:

Todd Jirovec, Principal
Phone: 214.616.2977
Email: todd.jirovec@pwc.com

Hugh Le, Director
Phone: 720.284.2854
Email: hugh.le@pwc.com

Paul Conboy, Manager
Phone: 617.620.3728
Email: paul.conboy@pwc.com

Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA. Work will be coordinated through the PG&E work supervisor or designees.

Other Items

This agreement shall be governed by **Master Services Agreement 4400011341** between PwC and PG&E. PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of this project, PwC will prepare a project schedule and work breakdown. This schedule will include all PwC project management activities, deliverables, and key interdependencies. The schedule and deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

We are not providing legal advice or legal opinions in this engagement. You should obtain such advice or opinions from your attorneys.

Each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the date first above written.

PricewaterhouseCoopers LLP

By:



Name/Title:

Todd Jirovec / Principal

Date:

06/20/2019

Pacific Gas & Electric

Company

By:



Name/Title: Sumeet Singh –

VP Asset, Risk Management and
Community Wildfire Safety Program

Date: 6/20/2019